



Health Services
LOS ANGELES COUNTY

**Los Angeles County
Board of Supervisors**

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

June 29, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A STATE OF CALIFORNIA, OFFICE OF
STATEWIDE HEALTH PLANNING & DEVELOPMENT,
AGREEMENT FOR THE DESIGNED TO SUCCEED-NATIONAL
COUNCIL OF LICENSING EXAM REVIEW PROGRAM
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Health Services, or his designee, to sign an Agreement with the State of California, Office of Statewide Health Planning & Development (OSHPD), Exhibit I, to accept a \$124,856 grant for the Los Angeles County College of Nursing and Allied Health (CONAH) and the Healthcare Workforce Development Program (HCWDP) to prepare students to successfully pass the National Council of Licensing Exam (NCLEX) exam through the Designed to Succeed-NCLEX Review Program (DSNRP), effective July 1, 2006 through June 30, 2008.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

Board approval of the recommended action will enable the Department of Health Services (DHS or Department) to provide a comprehensive innovative NCLEX Review Program for the Los Angeles County CONAH and the HCWDP. This sponsored program will assist nursing graduates, who will work in DHS facilities, to become registered nurses.

Implementation of Strategic Plan Goals:

The recommended action is consistent with Goal #2 of the County Strategic Plan, Workforce Excellence, to enhance the quality and productivity of the County workforce.

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.ladhs.org

*To improve health
through leadership,
service and education.*



www.ladhs.org

FISCAL IMPACT/FINANCING:

The \$124,856 in grant funds from the State, OSHPD, Song-Brown Physician Training Act Registered Nursing Education Program, will be used over a two-year period as follows:
1) \$29,346 for a Program Coordinator at 32% time over two years; 2) \$35,510 for testing and instructional materials; and 3) \$60,000 for nurse educators who will conduct the DSNRP.

Funding will be included in the Department's Fiscal Year 2006-07 Supplemental Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The HCWDP applied for the grant on February 28, 2006 and received notification of the award on April 26, 2006. The Program applies academic support strategies for nursing graduates to prepare for the NCLEX examination.

CONAH and HCWDP will collaboratively conduct the DSNRP and will jointly administer the State grant. The DSNRP will augment the capacity of both entities to support additional instructional staff and educational materials in order to conduct the comprehensive review course. As a result of receiving this grant, an additional 180 nursing graduates are expected to pass the NCLEX exam and work for DHS.

County Counsel has reviewed the Agreement as to form.

Attachment A provides additional information.

Attachment B is the Grant Management Statement for grant awards exceeding \$100,000.

CONTRACTING PROCESS:

Not applicable.

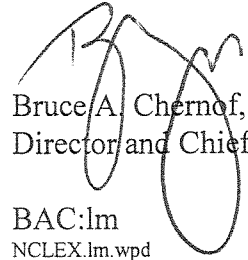
IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Department, through the HCWDP program, continues to sponsor DHS employees in nursing training programs with the condition that successful participants work for DHS facilities as registered nurses. This recommendation will increase the number of training opportunities available for DHS employees who are interested in becoming registered nurses.

The Honorable Board of Supervisors
June 29, 2006
Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Bruce A. Chernof', is written over the printed name and title.

Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:lm
NCLEX.lm.wpd

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF GRANT AGREEMENT

1. TYPE OF SERVICE:

Grant from the State for the Designed to Succeed-National Council of Licensing Exam Review Program to assist DHS employees to become registered nurses.

2. AGENCY ADDRESS AND CONTACT PERSON:

State of California
Office of Statewide Health Planning & Development
1600 9th Street, Room 450
Sacramento, California 95814
Attention: Virginia Donovan
Telephone: (916) 654-2124

3. TERM:

July 1, 2006 through June 30, 2008

4. FINANCIAL INFORMATION:

The \$124,856 in grant funds from the State, OSHPD, Song-Brown Physician Training Act Registered Nursing Education Program, will be used over a two-year period as follows: 1) \$29,346 for a Program Coordinator at 32% time over two years; 2) \$35,510 for testing and instructional materials; and 3) \$60,000 for nurse educators who will conduct the DSNRP.

Funding will be included in the Department's Fiscal Year 2006-07 Supplemental Budget Request.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Diane Factor, Director, Healthcare Workforce Development Program

7. APPROVALS:

DHS Human Resources: John Cherep, Director

Contract and Grants Division: Cara O'Neill, Chief

County Counsel: Elizabeth J. Friedman, Senior Deputy

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services

Grant Project Title and Description: Designed to Succeed-NCLEX Review Program

Grant provides a Designed to Succeed-National Council of Licensing Exam (NCLEX) Review Program (DSNRP) to assist nursing graduates from the Los Angeles County College of Nursing and Allied Health and the Health Care Workforce Development Program to pass the NCLEX exam.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
State of California	Agreement Number 06-7069	

Total Amount of Grant Funding: \$124,856	County Match Requirements	N/A
Grant Period: 2 years	Begin Date: 07/01/2006	End Date: 06/30/2008
Number of Personnel Hired Under this Grant: 2	Full Time	Part Time X

Obligations Imposed on the County When the Grant Expires

- Will all personnel hired for this program be informed this is a grant funded program? Yes X No _____
- Will all personnel hired for this program be placed on temporary ("N") items? Yes X No _____
- Is the County obligated to continue this program after the grant expires Yes _____ No X
- If the County is not obligated to continue this program after the grant expires, the Department will:
- a). Absorb the program cost without reducing other services Yes _____ No X
- b). Identify other revenue sources Yes _____ No X
- (Describe)
- c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant. Yes X No _____

Impact of additional personnel on existing space: No impact.

Other requirements not mentioned above None.

Department Head Signature _____

Date 6/22/08

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

EXHIBIT I

AGREEMENT NUMBER

06-7069

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development

CONTRACTOR'S NAME

L. A. County Dept. of Health Services

2. The term of this Agreement is: 07/01/2006 through 06/30/2008

3. The maximum amount of this Agreement is: \$124,856.00
One hundred twenty-four thousand, eight hundred fifty-six dollars and 0 cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 02 page(s)

Exhibit B – Budget Detail and Payment Provisions 02 page(s)

Exhibit C* – General Terms and Conditions GTC 306

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 02 page(s)

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 04 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

L. A. County Dept. of Health Services

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

313 N. Figueroa St. #912
Los Angeles, Ca. 90012

STATE OF CALIFORNIA

AGENCY NAME

Office of Statewide Health Planning and Development

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Virginia Donovan, SSML

ADDRESS

1600-9th Street, Room 400, Sacramento, Ca 95814

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to the following:
 - A. Under the direction of the Director of the Los Angeles County College of Nursing and Allied Health prepare at risk students to successfully pass the NCLEX exam through the Designed to Succeed – NCLEX Review Program (DSNRP).
 - B. Submission of a progress report evaluating the program's effectiveness after one year of the award date.
 - C. Submission of a complete final report including data outcomes on the special program at the end of the contract period.
 - D. Budgeted personnel with anticipated duties:
 1. Program Coordinator – responsible for management of the program over 24 months.
2. Office of Statewide Health Planning and Development (OSHPD) agrees to provide the Program Director of the Residency Program, the current fiscal year's master certification form and instructions by September 30th of the current fiscal year.
3. The program representatives during the term of this agreement will be:

State Agency: Office of Statewide Health Planning & Development	Contractor: L.A. County Dept. of Health Services
Name: Manuela Lachica Program Administrator	Name: Nancy Miller, Provost
Phone: (916) 654-2884	Phone: 323226-6427 (323) 226-4911 ²²
Fax: (916) 654-3138	E-mail: nmiller@lacusc.org

EXHIBIT A

Direct all contract inquiries to:

State Agency: OSHPD	Contractor: L.A. County Dept. of Health Services
Section/Unit: Health Care Workforce	Section/Unit: Contracts Office
Attention: Michael Zamora Staff Analyst	Attention: Gloria Zappaterreno Contract Administrator
Address: 1600 Ninth Street Sacramento, CA 95814	Address: 313 N. Figueroa St. # 912 Los Angeles CA 90012 90033
Phone: (916) 654-2607	Phone: (323) 226- 6511 7947
Fax: (916) 654-3138	E-mail: gzappaterreno@lacusc.org

→ 1237 North mission Road
Building 10, Room 16
Los Angeles, CA 90033
Zm

EXHIBIT B

The State shall reimburse the Contractor for the expenses incurred in providing the services outlined in Exhibit A in accordance with the following schedule:

FISCAL YEAR 2006-07

PERSONNEL SERVICES:

**Total Reimbursement
Not to Exceed:**

Program Coordinator
Salary & Benefits

\$14,673.00

OTHER COSTS:

Contract Nurse Instructors

\$30,000.00

Instruction Materials

\$17,755.00

Indirect Costs (8% maximum)

waived

Sub-Total for Fiscal Yr. 2006-07

\$62,428.00

FISCAL YEAR 2007-08

PERSONNEL SERVICES:

**Total Reimbursement
Not to Exceed:**

Program Coordinator
Salary & Benefits

\$14,673.00

OTHER COSTS:

Contract Nurse Instructors

\$30,000.00

Instruction Materials

\$17,755.00

Indirect Costs (8% maximum)

waived

Sub-Total for Fiscal Yr. 2007-08

\$62,428.00

Contract Total

\$124,856.00

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications, the Office of Statewide Health Planning and Development agrees to compensate L. A. County Dept. of Health Services for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Quarterly certifications shall include the Agreement Number, the names of the people employed under this contract, a certification by the Director of the Registered Nurse Education Program (original signature) that each person was engaged in activities authorized by this agreement, and shall be submitted on a quarterly basis in arrears to:

Michael Zamora, Program Analyst
Song-Brown Training Program
Office of Statewide Health Planning and Development
1600 Ninth Street, Room 440
Sacramento, CA 95814

- C. A final quarterly certification shall be submitted within 120 days after the agreement has ended (i.e., agreement ends June 30th, final certification is due by October 30th) after which time, the monies revert back to OSHPD.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Payment

- A. The total amount payable to the Contractor under this agreement shall not exceed \$124,856.00.
- B. The term of this contract shall be from July 1, 2006 to June 30, 2008.
- C. The contract may be terminated by the State upon thirty days' written notice and will otherwise terminate on June 30, 2008.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. RESOLUTION OF CONTRACT DISPUTES:

Any dispute arising under this agreement, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department signing this contract shall be submitted to non-binding arbitration after the following process, has been completed:

- (A) The Contractor first discusses a problem informally with the Family Physician Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce and Community Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- (B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the decision and reasons for it.
- (C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director of the Office of Statewide Health Planning and Development within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to binding arbitration.
- (D) *Binding Arbitration*
 - (1) At the option of the parties, binding arbitration of a dispute of grievance may be sought. Each party shall provide written notice to the other of an intention to exercise this provision. Both parties must agree to submit to arbitration. The dispute or grievance shall be resolved by a panel of three (3) experts in the particular field of dispute. Each party shall have the right to select one (1) panelist. If the party does not exercise that right within ten (10) working days after written agreement to submit to arbitration, the other party may select one (1) additional panelist. The selected panel will then select a third member.
 - (2) The panel shall set a hearing day, time and place convenient to both within thirty (30) working days of panel selection. Each party shall submit a written statement to the panel and the opposing party issues and arguments to be presented within five (5) working days of the hearing date. The hearing shall be informal with an opportunity for both parties to present their arguments. A court reporter may be present at the expense of the requesting party. The panel shall provide the parties with a written decision within thirty (30) working days of the hearing. The decision shall be binding on the parties.

EXHIBIT D

- (3) The costs of the arbitration panel shall be borne equally by the parties. At the option of the parties, these costs may be deducted from any balance of the contract funds. Both parties must agree, in writing, to utilizing contract funds to reimburse the arbitration.

2. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the act and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

3. TRAVEL

All travel and per diem expenses will be reimbursed in accordance with Department of Personnel Administration rules and regulations governing excluded employees. These rules may be viewed at: www.dpa.ca.gov/jobinfo/statetravel.

EXHIBIT E

ADDITIONAL PROVISIONS

1. Registered Nurse Standards for funding Special Programs within Nursing Education adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.

Any California School of Nursing which meets the applicable Standards of the Healthcare Workforce Policy Commission is eligible to apply for funding to support any of the following:

- A. The development of programs designed to reduce attrition rates within associate and baccalaureate degree pre-licensure nursing programs.
- B. The development of courses or programs that assist students in successfully passing the NCLEX.
- C. Development of graduate level nursing programs that prepare nurses to become nursing faculty.
- D. Infrastructure to support expanded educational capacity.
- E. Development phase of new nurse training programs.
- F. Clinical or preceptorship experiences that link nursing education programs with medically underserved communities in California which appear likely to result in the location and retention of nursing graduates in such communities.
- G. Other programs consistent with statutes and activities of the Commission.

Any California School of Nursing may apply for funding. Applicants must be able to demonstrate that they are potentially eligible for accreditation, if such accreditation is required by applicable Standards of the Healthcare Workforce Policy Commission, prior to consideration of an application for funding under this provision of these Standards.

2. Registered Nursing Contract Criteria Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.

I. Contract Awards

- A. Each contract entered into, pursuant to the Song-Brown Family Physician Training Act, Health and Safety Code, Sections 128200, et., (hereinafter "the Act"), shall be based on the recommendation of the Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.
- B. Each contract shall be for a purpose authorized by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.
- C. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.

EXHIBIT E

D. Purpose for Which Contract Funds May be Expended

1. Contract funds may be expended for any purpose which the educational institution judges will most effectively advance the education of nursing students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the nursing education institution.
2. Contract funds may be used for expenses incurred for the provision of nursing education, including faculty and staff salaries, nursing student stipends, alterations and renovations necessary to the provision of the nursing education programs, and supplies and travel directly related to the nursing education program.
3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract.

II. Contract Terms

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the Healthcare Workforce Policy Commission.
- B. Payment shall be made quarterly in arrears on the basis of amounts set forth by the Contractor with final invoice submitted within 120 days of contract's end to the Healthcare Workforce and Community Development Division. The invoice shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this agreement, and costs to the Contractor for the services for which reimbursement is sought. The required invoice format shall be provided to the Contractor prior to the effective date of the Contract.
- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the Healthcare Workforce Policy Commission. Transfer of funds between budget categories is permitted only with express written permission of the Deputy Director of the Healthcare Workforce and Community Development Division, and only when not prohibited by other provisions of these Contract Criteria.
- D. Method of Payment

Payment under the Act shall be at a capitation rate of \$75,000 to \$80,000 per year for each full-time RN faculty enrolled in the education program or up to \$125,000 for special programs as a result of a education contract funded under this Act.

EXHIBIT E

III. Accounting Records and Audits

A. Accounting

Accounting for contract funds will be in accordance with the education institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Education institutions may elect to commingle capitation funds received under the Act with any other income available for operation of the nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

1. The accurate and timely separate identification of funds received under the Act.
2. The separate identification of expenditures prohibited by the contract criteria.
3. An adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

B. Expenditure Reporting

Reports of nursing education program expenditures and enrollment of nursing students under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

C. Record Retention and Audit

1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
2. The education institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
3. The education institution agrees to make available at the office of the education institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.

EXHIBIT E

4. The education institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
 - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the education institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.